

## CLICK YOUR PIC AT CARLOCATE.COM PHOTO CONTEST

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

By participating in the Click Your Pic at CarLocate.com Photo Contest ("Contest"), entrants agree to be bound by these Official Rules and by the decisions of the Sponsor and Judges, which are final and binding on all matters.

**1. DESCRIPTION OF CONTEST:** This is a contest for the photograph showing the most creative depiction of the CarLocate.com logo or name ("carlocate.com") in which the logo or name must be used. The Contest will be conducted in two phases: (a) the initial photo submission phase and (b) the voting and judging phase. Each phase will be described subsections A and B below, respectively:

**A. Photo Submission Phase:** This phase will start on 12:01 a.m. (Eastern Standard Time ["EST"]) on December 8, 2009 and end at 11:59 p.m. EST on February 8, 2010 ("Photo Submission Phase"). Entrant can submit a photograph ("Photo") showing their creative use of the CarLocate.com logo ("Logo") or name ("Name") during the Photo Submission Phase. You can download the Logo from <http://www.CarLocate.com/contest>. The Logo or Name may only be used in the connection with creating the Photo and for no other purpose. All rights in the Logo are owned by Reynolds and Reynolds Holdings, Inc. and any unauthorized uses are strictly prohibited. All Photos must comply with the submission guidelines set forth in Section 3 below.

**B. Voting and Judging Phase:** The next phase is the voting phase during which the public can vote on the most creative Photo. Voting will commence at 12:00 a.m. EST February 9, 2010 and end at 11:59 p.m. EST on March 9, 2010 ("Voting Period"). Photos for voting will be posted online at <http://www.carlocate.com/contest> or [http://www.facebook.com/CarLocatecom?v=app\\_48008362724&ref=ts](http://www.facebook.com/CarLocatecom?v=app_48008362724&ref=ts) ("Website") during the Voting Period, except for Photos that have been excluded for failure to follow the requirements described in these Official Rules or for having inappropriate content as determined by Sponsor in its sole discretion. The Grand Prize, Second Place and Third Place Prize winners will be determined by the number of votes received as set forth in Section 4.A. below. In addition, a panel of qualified judges will select the Fourth and Fifth Place prize winners in accordance with Section 4.B. below.

**2. ELIGIBILITY:** The Contest is open only to legal residents of the 50 United States (and the District of Columbia) who are 18 years or older or the age of majority in their state of residence, whichever is older at time of entry, and have access to the Internet. Entrants must be a registered user on Facebook to be able to submit a Photo in this Contest. Employees, and their immediate families and household members, of CarLocate.com and Reynolds and Reynolds Holdings, Inc. ("Sponsor") its parent companies, affiliates, subsidiaries, divisions, advertising and promotion agencies (collectively the "Sweepstakes Entities"), are not eligible.

**3. HOW TO ENTER:** During the Photo Submission Phase, go to <http://www.carlocate.com/contest> or [http://www.facebook.com/CarLocatecom?v=app\\_48008362724&ref=ts](http://www.facebook.com/CarLocatecom?v=app_48008362724&ref=ts) ("Entry Landing Page") and follow the entry directions there, and submit your Photo, and all other required information. All entries, including Photos, must be received by no later than 11:59 p.m. EST on February 8, 2010. Only one (1) entry per person. The time stamp used in connection with the Entry Landing Page will be used to determine date and time of receipt. Sponsor will not verify receipt of entries. All Photos must conform to the submission guidelines set forth below.

#### **Photo Submission Guidelines:**

Each Photo must meet the following requirements:

- The Photo must be in .jpg, .png, or .gif format;
- The Photo must contain CarLocate.com Logo or Name;

- The Photo must not exceed Facebook's size limitations;
- The Submission must contain a name/title;
- The Photo's Submission name/title must be in English;
- The Photo must be your own work;
- Creative use of computer programs such as Adobe® Photoshop is acceptable;
- You must have permission from any person who appears recognizably in your Submission and you may be requested to provide proof of such permission;
- The Photo cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means; and
- The Photo cannot violate any of the restrictions noted below.

**Photo Submission Restrictions:**

You agree that your Photo submission will not:

1. infringe on the copyright, trade secret, trademark, patent, privacy, or publicity rights of others;
2. disparage Sponsor or any other person, company, brand or party whether affiliated with the promotion and administration of this Contest or not;
3. contain any material that could be considered unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, indecent, sexually explicit, or hateful, or content that refers negatively to people or groups on the basis of their race, ethnicity, religion, sexual orientation, gender, or similar characteristics;
4. be posted in a false name or the name of another person, or include impersonations of any person;
5. include illegal material or encourage, solicit, or glorify illegal activity;
6. contain false statements or misrepresentations that could damage you, Sponsor, or any third party; or
7. include commercial advertisements or solicitations (other than inclusion of the Logo as noted above).

Sponsor reserves the right, in its sole discretion, to disqualify or reject any entry or Photo that it deems to violate the foregoing Submission Guidelines and Restrictions or that it deems to be offensive, inappropriate or not in keeping with Sponsor's image. Sponsor also reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or the Website; to be in violation of any applicable legal terms for use of the Website; to be acting in violation of the Official Rules; or to have engaged in any fraud. Any use of robotic, automatic, macro, programmed or like methods of entry will void all such entries by such methods and persons using any such methods will be disqualified. Incomplete, illegible, false or deceptive entries are void.

**4. DETERMINATION OF WINNERS:**

**A. Voting Phase:** The Grand Prize, Second Place and Third Place winners will be determined by the number of votes received during Voting Phase. During the Voting Phase, members of Facebook will be invited to vote for the Photo they believe is the most creative. Limit: Each voter may vote for each submission one (1) time per day during the Voting Phase. Votes received in excess of this stated limit will be void. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. Entrants are prohibited from voting on their own entries. Multiple voters are not permitted to share the same email address or Facebook account. Any attempt by any voter to submit more than the stated number of votes by using false or fictitious names or email addresses, multiple/different email addresses, identities or any other method will void that voter's entry (if any) and votes and he/she will be disqualified from further participation in the Contest. Use of script, macro or any other automated system to vote is prohibited and all such votes will be void.

Subject to each such person's compliance with these Official Rules, the person whose Photo receives the highest number of valid votes during the Voting Phase will be deemed the provisional Grand Prize winner, the person who receives the next highest number of valid votes during the Voting Phase will be deemed the provisional Second

Place winner; and the person who receives the third highest number of valid votes during the Voting Phase will be deemed the provisional Third Place winner.

In the event of a tie in the number of votes received, the Judges will determine the winner of the applicable prize based on the criteria set forth in Section 4.B. below. Sponsor reserves the right to award fewer than the stated number of prizes, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Photos. Sponsor also reserves the right, in its sole discretion, to select an alternate Grand Prize, Second Place or Third Place winner should the voting appear to have been tampered with or manipulated in any way.

**B. Judging Phase:** The Judges will select the Fourth and Fifth Place winners based on the following criteria: (a) creativity use of the Logo or the name in the Photo (50%); (b) quality of the Photo (40%); and (c) number of votes received (10%). The Grand Prize, Second Place and Third Place winners are excluded from consideration in this phase.

All provisional winners will be determined on or about March 10, 2010.

**5. NOTIFICATION:** The provisional winners will be notified by email or mail. Failure by any provisional Grand Prize, Second Place or Third Place winner to respond to such notification within seven (7) days of the date of the notice will result in disqualification of the winner and an alternate provisional winner will be selected from the next highest vote getter. The return of a provisional Grand Prize, Second Place or Third Place Winner's notification, prize information or the prize as undeliverable or rejection of the prize by the provisional Winner will result in disqualification of the provisional winner and an alternate provisional Winner may be selected from the next highest vote getter, at the sole discretion of Sponsor.

Failure by any provisional Fourth Place or Fifth Place winner to respond to such notification within ten (10) days of the date of the notice will result in disqualification of the winner and an alternate provisional winner may be selected by the Judges in accordance with Section 4.B. above. The return of a provisional Fourth Place or Fifth Place Winner's notification, prize information or the prize as undeliverable or rejection of the prize by the provisional winner will result in disqualification of the provisional winner and an alternate provisional winner may be selected by the Judges at the sole discretion of Sponsor in accordance with Section 4.B. above.

All entries are subject to verification prior to awarding of prizes. In the event of a dispute about the identity of an entrant, the entry will be declared by the authorized account holder of the email address submitted at time of entry. The authorized account holder is defined as the natural person who is assigned to an email address by an Internet Service Provider, online access provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each winner may be required to provide proof that the winner is the authorized account holder of the email address associated with the winning entry.

All winners will be required to execute and return an Affidavit of Eligibility, Liability Release and, except where prohibited by law, a Publicity Release within ten (10) days of the date of issuance of the same. Non-compliance with any of the foregoing may result in disqualification and selection of an alternate winner according to the procedures set forth in this Section 5.

The first eligible provisional winner for each prize that the Sponsor successfully contacts and who claims the applicable prize in accordance with these Official Rules will be declared the winner of that prize.

Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate provisional winners, if any.

**6. PRIZES:** The following prizes will be awarded in this Contest:

- **Grand prize:** one (1) Panasonic VIERA 58" / 1080P / 600Hz / Plasma HDTV (Model: TC-P58S1). Approximate Retail Value ("ARV"): \$2299.99.

- **2<sup>nd</sup> place prize:** one (1) Panasonic VIERA 32" / 720p / 60Hz LCD HDTV with Apple® iPod® Dock (Model: TC-L32X1). ARV: \$599.99.
- **3rd place prize:** one (1) Sony VAIO Netbook with Intel® Atom™ Processor - White (Model: VPCW121AX/W). ARV: \$499.99.
- **4th place prize:** One (1) \$250 gift certificate to Best Buy.
- **5th place prize:** One (1) \$250 gift certificate to Best Buy.

Any and all applicable local, state, and federal taxes relating to the prizes are solely the responsibility of the winners. There are no cash redemptions or prize substitutions, except that Sponsor may substitute a prize of equal or greater value for any prize noted above. Sponsor will not replace any lost or stolen prize. The prizes cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Contest.

**7. OWNERSHIP/USE OF ENTRY AND PHOTOS:** By submitting an entry, each entrant agrees that Sponsor shall own all right, title and interest in all entries and Photos that are submitted by entrant in connection with this Contest and grants the Sweepstake Entities the exclusive royalty free, irrevocable, worldwide, perpetual, fully transferable and sublicensable right to reproduce, modify, make derivative works, display, distribute, perform and otherwise use the Photos, in any form, media or format, whether now known or hereafter developed, including, but not limited to, in print form, in digital form, on the Internet and in the advertising and promotion of Sponsor's products and services. Each entrant acknowledges and agrees that Sponsor is not obligated to use any Photo, but that if Sponsor does use that entrant's Photo (whether or not entrant is declared the winner of the Contest), entrant shall not be entitled to any credit, consideration, notice or payments of any kind. To the fullest extent permitted by law, each entrant waives any moral rights he or she may have to the Photo and agrees that if Sponsor elects to use the Photo for any purpose, all rights under copyright or other intellectual property rights which may result from that use shall be the sole property of Sponsor. Entrant further agrees that if Sponsor elects to use entrant's Photo, entrant will execute any documents requested by Sponsor to confirm and perfect the assignment of all right, title and interest in the Photo to Sponsor.

**8. PERMISSION TO USE NAME AND LIKENESS:** Except where prohibited by law, each winner's entry and acceptance of a prize constitutes permission for the Sweepstakes Entities to use said person's name, photograph, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with this Contest and Sponsor's products and services, on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, including without limitation, on Sponsor's Website, without review, permission or further compensation.

**9. INDEMNIFICATION:** By participating in this Contest, entrant agrees to defend, indemnify, and hold harmless the Sponsor, Facebook Inc., Wildfire Interactive, Inc., and each of their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out or relating to their breach of these Official Rules or any use of that entrant's Photo, including but not limited to claims for copyright, trademark or other intellectual property infringement, any claims for violation of privacy or publicity rights, or any claim that the Photo violates any applicable law, rule, regulation or order.

**10. WINNER(S) LIST:** For the names of the winners, log on to <http://www.carlocate.com/contest> or [http://www.facebook.com/CarLocatecom?v=app\\_48008362724&ref=ts](http://www.facebook.com/CarLocatecom?v=app_48008362724&ref=ts) or mail a self-addressed stamped envelope to CarLocate.com, ATTN: Lauren Wassil, One Reynolds Way, Dayton, OH 45430 by March 31, 2010. The winner's list becomes available after completion of the Contest.

**11. LIMITATION OF LIABILITY:** SPONSOR IS NOT RESPONSIBLE FOR LATE, LOST, ILLEGIBLE, MISDIRECTED, STOLEN, UNDELIVERED, SEPARATED, OR CORRUPTED ENTRIES OR PHOTOS.

SPONSOR DOES NOT ASSUME RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO THE WEBSITE. SPONSOR IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR TELEPHONE LINES, COMPUTER ON-LINE SYSTEMS, SERVERS, COMPUTER EQUIPMENT, SOFTWARE, OR ANY FAILURE OF ANY ENTRY TO BE RECEIVED BY SPONSOR ON ACCOUNT OF TECHNICAL PROBLEMS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, OR ANY COMBINATION THEREOF.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S PARTICIPATION IN THIS CONTEST. ACCESS TO AND USE OF THE WEBSITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE WEBSITE OR USE OF THE PRIZES.

WITHOUT LIMITING THE FOREGOING, EVERYTHING IN THIS CONTEST, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**12. RELEASE:** By participating in this Contest, each entrant releases and discharges the Released Parties from any claims, expenses, injuries, losses or damages of any kind, including but not limited to, claims for personal injury, death or damage to or loss of property, arising out of or resulting in whole or in part, directly or indirectly, from the acceptance, possession, use or misuse of any prize or participation in the Contest.

**13. GOVERNING LAW AND VENUE:** This Contest is subject to all federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or your rights and obligations or Sponsor's rights and obligations in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Ohio U.S.A., without giving effect to the conflict of laws rules thereof. Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of Ohio or the appropriate Common Pleas Court located in Dayton, Ohio; and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees. This Contest is void where prohibited by law.

**14. OTHER CONDITIONS.** Sponsor reserves the right at its sole discretion to modify, cancel or suspend this Contest at any time for any reason without notice or obligation. If terminated, Sponsor may, in its sole discretion, determine winners from among all eligible, non-suspect entries received up to the date of such termination according to the judging criteria outlined in Section 4 above.

**15. TRADEMARKS:** All product names for prizes referenced herein are owned by their respective companies and do not imply or suggest that such companies endorse or support this Contest.

**16. SPONSOR:** The Sponsors of this Contest are CarLocate.com and Reynolds and Reynolds Holdings, Inc., One Reynolds Way, Dayton, OH 45430.